

BREVILLE “FAST-TRACK BARISTA PACK” PROGRAM TERMS

The following information forms the terms and conditions ("**Terms**") for the “Fast Track Barista Pack” Program ("**Program**"). Your participation in the Program is deemed an acceptance of these Terms. You must comply with these Terms, including all eligibility and claim requirements set forth herein, to participate in the Program.

To learn about the Program, go to <https://www.breville.com/en-us/program/fast-track-barista-pack>. This Program allows you to earn cashback of up to \$200 (**the "Full Cashback"**) when you buy coffee via beanz.com by Breville after successfully registering your Participating Product and validation of its Proof of Purchase (details below in "Claiming your Cashback - How It Works"). You will also receive two complimentary bags of coffee beans from beanz.com and access to a tutorial specific to your Participating Product.

The Program is offered by Breville USA, Inc. a United States corporation, business number 1646922, with an address at 19400 S Western Ave, Torrance, CA 90501 ("**Breville**"). The Program commences at 00:00 EDT on September 18, 2024 and is valid until December 31, 2025 (the "**Program Period**").

HOW IT WORKS & CLAIMING YOUR CASHBACK

You must purchase your Participating Product after the commencement of the Program.

- **If you purchase a Participating Product from an Authorized Retailer** on or after September 18, 2024, retain your original Proof of Purchase.
- Go to <https://www.breville.com/account/en-us/product-registration> within 30 days of your purchase. There you will create a Breville account and register your Participating Product. You will be asked to upload a copy of your receipt, select your preferences for the two complimentary bags of coffee beans, and provide information necessary for us to ship them to you. When you complete the process, you will receive an email confirming your registration. You

should then hear from us within 5 days confirming your approval and guiding you to the second phase of the process.

- Once approved, we will send you the two complimentary bags of coffee beans from beanz.com by Breville, access to a tutorial specific to your Participating Product, and an email including a link to set up your cashback destination by creating a Hyperwallet-a PayPal Service account. Your beanz.com purchases will then begin to earn cashback whether you purchase a subscription or purchase at your convenience. You will also be able to track your progress, see your transaction history and cashback settings and more in your Breville account.
- **If you purchase a Participating Product direct from Breville**, as part of the purchase process, you will select your preferences for the complimentary beanz.com coffee beans and receive access to a tutorial specific to your Participating Product. If you are already a beanz customer, it is critical that you use the same email address already on record with beanz when you purchase your Participating Product. After you complete your checkout, you will receive an order confirmation email including a link to set up your cashback destination by creating a Hyperwallet-a PayPal Service account. This automatic set-up is provided as a convenience to you, but there is no obligation to purchase any beans from beanz.com or otherwise participate in the Program. You will also be able to track your progress, see your transaction history and cashback settings and more in your Breville account.
- To earn cashback, for every \$100 of coffee you purchase during the Purchase Period (exclusive of any applicable taxes and complimentary bags), Breville shall issue \$25 cashback to your Hyperwallet-a PayPal Service account up to and until you reach the Full Cashback. Under no circumstances will any partially-earned cashback be awarded. There is no obligation to purchase any beans from beanz.com, but cashback will only be based on actual purchases.
- **Breville utilizes Hyperwallet- a PayPal Service to deliver payments to you.** Such payment services are subject to the Hyperwallet Terms of Service and the Hyperwallet Privacy Policy <https://pay.hyperwallet.com/hw2web/consumer/page/legalAgreement.xhtml>. Similar to our various payment methods, Breville does not save or have access to your financial information. Your cashback will be credited to the bank card you designate.

- **If you receive the Participating Product as a gift**, you may register using either an original or gift receipt. Please note that only one (1) registration per Product is permitted.
- **If you purchase more than one Participating Product**, you may register each product in the Program. However, cashback from your coffee beans purchases will be applied to a single Product until you have earned Full Cashback on that Product. Subsequent coffee purchases will be credited to the next Participating Product.
- **If you are an existing beanz.com by Breville customer with an active coffee subscription** and you have successfully completed the cashback registration process, your future subscription orders will automatically begin to earn cashback except for orders discounted in some other way, be they subscription or otherwise. This Program is not combinable with other offers. It is critical that you use the same email address on record with beanz when you register your Participating Product if you wish to have these subscription orders automatically earn cashback.
- All participants will have a purchase period ("Purchase Period") of 1 year from the date you receive your confirmation email to place your beanz.com orders to recover the Full Cashback.

ELIGIBILITY. To be eligible to participate in the Program, you must:

- Be currently living in and have a valid postal address in the United States (excluding U.S. territories).
- Be age 18 years or older.
- Be the Participating Product's end-user, meaning that you must Purchase the Participating Product for your own use and not for commercial purposes, re-sale, re-supply, rental, rent-to-own, or any other indirect use. For the avoidance of doubt, when the Participating Product is gifted to an otherwise eligible end-user, either the giver or recipient may participate in the Program, but not both.

PROGRAM EXPIRATION AND TERMINATION

Your participation in the Program ends automatically upon completion of the Purchase Period or your receipt of the Full Cashback, whichever occurs first. While we invite you to continue to purchase coffee beans from beanz.com by Breville, any partially-earned or unclaimed cashback from this Program will expire at the end of the Purchase Period. If at any time you breach these Terms, your participation in the Program will end, and you will not be entitled to any additional cashback. Breville reserves the right, without prior notice, to modify, interrupt or terminate this Program at any time (including prematurely) or to extend it, without taking into account your interests or the interests of any participant. If we do so, you will still be able to continue earning your cashback through the duration of your Purchase Period.

In particular, Breville reserves the right to modify the Terms of this Program and to adapt them to changed circumstances especially in cases of force majeure, unexpectedly high demand for Participating Products and in cases where the proper implementation of the Program cannot be guaranteed for technical or legal reasons. In the event of a change in the conditions of participation, current participants will be informed immediately by e-mail.

INVALID CLAIMS

If Breville determines in its sole discretion that your claim to participate in the Program is invalid, you will be notified of the reason for this determination via the email address you have provided ("Invalid Claim Notification Email"). You will have until midnight on the 14th calendar day after the Invalid Claim Notification Email is sent to provide documentation to support the validity of your claim, as described in the Invalid Claim Notification Email.

Breville may invalidate a claim if a Claimant fails to provide a valid Proof of Purchase by the 14th calendar day after the Invalid Claim Notification Email is sent, and you will not be eligible to participate in the Program.

Breville may, at any time, verify the validity of any participation or any participant in the Program (including identity, age and place of residence and Proof of Purchase), and may disqualify any participant who is not acting in accordance with these Terms or who tampers with the Program process. All decisions of Breville are final and non-negotiable.

Failure by Breville to enforce any of its rights at any time does not constitute a waiver of those rights. Breville reserves the right to request and inspect original

purchase receipts, to check all claims for compliance with these Terms and to request any missing Proofs of Purchase.

Incomplete, indecipherable, or illegible Proofs of Purchase will be deemed invalid. You are responsible for ensuring the correct contact email address and other details are provided pursuant to the requirements herein and that Breville is notified of any updated details. Breville accepts no responsibility if you should fail to notify us of correct details or of a change to those details pursuant to the requirements herein, or for otherwise providing incorrect information. Anything you provide to us containing false, misleading, or fraudulent information will not be processed. Breville is entitled to exclude anyone from the Program who does not fulfill the conditions of participation, violates the conditions of participation, provides incorrect personal details, or uses dishonest means. If there is a reason for exclusion, Breville is entitled to prohibit such from participating in the Program.

PRIVACY

Breville and its agents collect personal information in order to conduct the Program and may, for this purpose, disclose such information to third parties, including, but not limited to agents, contractors, service providers, offer suppliers, shipping service providers and, as required, to regulatory authorities within and outside of the United States. Your participation in this Program is conditional on providing this information upon request. Breville and its third-party service providers may use the information to administer the Program in accordance with applicable privacy laws. These Terms are deemed to incorporate Breville's privacy policy, and by participating in the Program, you acknowledge its applicability. For details see <https://www.breville.com/us/en/legal/privacy-policy.html>.

GENERAL

You may not participate in the Program on behalf of others. Your participation in the Program may not be transferred or resold and is subject to change or discontinuation without notice at any time. This Program is not combinable with any other offer unless the other offer specifically indicates otherwise.

If a Participating Product is returned, your participation in the Program is subject to change or discontinuation without notice at any time.

This Program is further governed by the [Breville Terms of Use and Sale](https://www.breville.com/us/en/legal/terms-of-use.html) <https://www.breville.com/us/en/legal/terms-of-use.html> . Any conflict between them and these Program Terms will be resolved in favor of these Program

Terms. Any costs (including ancillary costs such as insurance, expenses, and taxes) associated with this Program are your responsibility. You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to increase, decrease, add, or eliminate shipping and handling charges from time to time, but we will provide notice of the charges applicable to you before you make your purchase.

Breville makes no guarantee of the availability of its web services and will not be held responsible for any interruption of service that may interfere with your ability to participate in this Program.

Subject to these Terms and to the maximum extent permitted by law, Breville (including its officers, employees, representatives, and agents) excludes and disclaims all liability for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special, or consequential, arising in any way out of the Program, including, but not limited to, where arising out of the following:

- any technical difficulties or equipment malfunction (whether or not under Breville's control);
- acts or omissions (including negligent acts or omissions) of Breville's officers, employees, representatives, or agents involved in the conduct of this Program;
- any theft, unauthorized access, or third-party interference.
- any original Purchase documentation that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Breville) due to any reason beyond the reasonable control of Breville; and
- any tax or other financial liability incurred by you or any other participant.

If any provision of these Terms should be deemed invalid in whole or in part, this does not affect the validity of the remaining provisions. An ineffective provision shall be replaced by a provision which is legally permissible, and which comes closest to the provision deemed invalid, in terms of content. The same applies to possible regulatory gaps.

This Program is governed by the laws of the United States. Any claim or cause of action arising out of or related to this Program must be brought only in the federal and state courts located in Los Angeles County, CA.

Customer Program support is available at our Support Center:https://mybreville.my.site.com/BrevilleCustomerCommunity/s/?language=en_US®ion=us&brand=breville or call [866-273-8455](tel:866-273-8455)

DEFINITIONS

For the purposes of these Terms:

"Participating Product" means any of the following: Oracle/Dual Boiler Series: the Oracle Touch - BES990, the Oracle Jet – BES985, the Oracle - BES980, the Dual Boiler - BES920, the Dynamic Duo - BEP920; Barista Series: the Barista Touch Impress - BES881, the Barista Touch - BES880, the Barista Pro - BES878, the Barista Express Impress - BES876, the Barista Express - BES870; Bambino Series: the Bambino Plus - BES500, the Bambino - BES450, the Bambino Plus & Baratza Encore ESP Bundle - BEP501; Other: the Duo Temp Pro - BES810, the Infuser - BES840; Drip Coffee: the Breville Precision Brewer Thermal - BDC450, the Breville Precision Brewer Glass - BDC400, the Breville Precision Brewer Thermal BCE - BDC455, the Grind Control - BDC650

"Participating Retailer" means retailers authorized by Breville to participate in the Program. This Program will not be available for any purchases made from any unauthorized resellers (including those selling stolen or otherwise illegally procured products.)

"Proof of Purchase" means a receipt clearly confirming a Purchase as follows:

- If Purchased through a retailer: a receipt that shows the retailer that the product was purchased from and is not cropped/edited in any way.
- If Purchased through a retailer using a credit service: Proof of purchase that shows the retailer that the product was purchased from and is not cropped/edited in any way.

"Purchase(d)" means either making full payment for a Participating Product during the Program Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement with Breville or a Participating Retailer in relation to a Participating Product during the Program Period.